

EXHIBIT B



SCHWABE, WILLIAMSON & WYATT
ATTORNEYS AT LAW

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JANNA A. AGINSKY
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August 19, 2010

Paul W. Linehan
McDonald Hopkins LLC
600 Superior Avenue, E., Suite 2100
Cleveland, OH 44114-2653

Re: Stearns Healthcare Finance/Bucyrus Community Hospital, Inc.: United Bank
Escrow Account
Our File No.: 122315/176911

Paul:

This office represents Stearns Healthcare Finance, a division of Stearns Bank, N.A. (the "**Lender**"). Lender and Bucyrus Community Hospital, Inc. (the "**Borrower**") have entered into a Loan and Security Agreement of even date (the "**Loan Agreement**") evidencing a loan in the original principal amount of \$3,500,000 (the "**Loan**").

Borrower has filed for bankruptcy protection under Chapter 11 of the Bankruptcy Code and is the subject of the bankruptcy case styled *In re Bucyrus Community Hospital, Inc., and Bucyrus Community Physicians, Inc.*, U.S. Bankruptcy Court, Northern District of Ohio, Eastern Division, Canton ("Bankruptcy Court"), Case Number 10-61078 (and jointly administered Case Number 10-61081) (the "**Bankruptcy Case**"). The terms of the Loan Agreement have been approved by the Bankruptcy Code pursuant to the order entered on June 18, 2010 authorizing execution and performance of the Loan Agreement and accompanying loan documents, and granting to Lender a superpriority security interest and lien in and to the Accounts (as defined in the Loan Agreement) (the "**DIP Financing Order**").

Polly J. Harris of Porter Wright Morris & Arthur LLP represents United Bank, Division of the Park National Bank, f/k/a United Bank, N.A. ("**United Bank**"). United Bank is the holder of a lien evidenced by a UCC-1 Financing Statement No. OH00078369476 filed on June 14, 2004 at the Office of Ohio Secretary of State, as continued by UCC-1 Financing Statement No. 20091250154 filed on May 5, 2009 (the "**United Bank Lien**"). There is a lien priority dispute between Borrower, Lancaster Pollard/HUD, and/or the Unsecured Creditor's Committee, on the one side, and United Bank, on the other side (the "**Lien Priority Dispute**"), which may be adjudicated by the Bankruptcy Court in the Bankruptcy Case.

Pursuant to the terms of the Loan Agreement, Lender and Borrower agreed that an interest bearing escrow account at JP Morgan Chase Bank (the "**Escrow Account**") shall be set up by your firm

Portland, OR 503.222.9981 | Salem, OR 503.540.4262 | Bend, OR 541.749.4044
Seattle, WA 206.622.1711 | Vancouver, WA 360.694.7551 | Washington, DC 202.488.4302

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and to be administered pursuant to the Loan Agreement in connection with the Loan, or (b) to Borrower, to be administered in accordance with the provisions of the Bankruptcy Code, 11 U.S.C. 101-1532, provided that you receive a written confirmation from Lender that no obligations to Lender remain outstanding in accordance with the Loan Agreement, in Lender's commercially reasonable discretion.

These Joint Escrow Instructions shall not be deemed to modify the terms of the Loan Agreement, which forms the basis for the transactions that are the subject of this escrow. These Joint Escrow Instructions shall not be modified except in writing signed by the applicable parties or their respective counsel.

These Joint Escrow Instructions may be signed in multiple counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument which may be sufficiently evidenced by one counterpart, and such counterparts may be delivered by facsimile transmission or by email in a "pdf" file.

Borrower joins in the execution of these Joint Escrow Instructions to confirm that they are consistent with the terms of the Loan Agreement.

The Escrow Agent acknowledges receipt and acceptance of the within Joint Escrow Instructions, agrees to be bound by this letter, and agrees to proceed strictly in accordance with the terms and conditions of this letter. Lender and United Bank acknowledge that the Escrow Agent is acting as a neutral escrow agent for the purpose of closing this transaction in accordance with the terms of these Joint Escrow Instructions.

[Signatures appear on the following page]

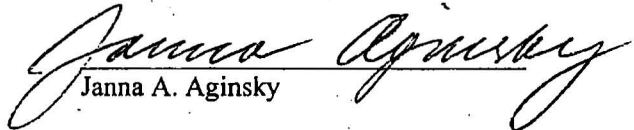


Paul W. Linehan
August 19, 2010
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These Joint Escrow Instructions are executed as of the date first above written:

On behalf of Lender:

SCHWABE, WILLIAMSON & WYATT, P.C.


Janna A. Aginsky

On behalf of United Bank:

PORTER WRIGHT MORRIS & ARTHUR LLP

Polly J. Harris

ACCEPTED AND AGREED:

ESCROW AGENT:

McDonald Hopkins LLC

BORROWER:

Bucyrus Community Hospital, Inc.

Paul Linehan

By: _____
Name: _____
Title: _____

JAA

cc: Eric Cook
Mark LeCoq
Melissa Asbrock



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Paul W. Linehan
August 11, 2010
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These Joint Escrow Instructions are executed as of the date first above written:

On behalf of Lender:

SCHWABE, WILLIAMSON & WYATT, P.C.

Janna A. Aginsky

On behalf of United Bank:

PORTER WRIGHT MORRIS & ARTHUR LLP

Polly J. Harris
Polly J. Harris

ACCEPTED AND AGREED:

ESCROW AGENT:

McDonald Hopkins LLC

Paul Linehan

BORROWER:

Bucyrus Community Hospital, Inc.

By: _____
Name: _____
Title: _____

JAA

cc: Eric Cook
Mark LeCoq
Melissa Asbrock

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S&W

Paul W. Linehan
August 20, 2010
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These Joint Escrow Instructions are executed as of the date first above written:

On behalf of Lender:

SCHWABE, WILLIAMSON & WYATT, P.C.

Janna A. Aginsky

On behalf of United Bank:


PORTER WRIGHT MORRIS & ARTHUR LLP

Polly J. Harris

ACCEPTED AND AGREED:

ESCROW AGENT:

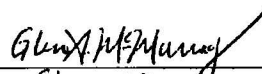
McDonald Hopkins LLC



Paul Linehan

BORROWER:

Bucyrus Community Hospital, Inc.

By: 
Name: Glen McMurray
Title: Board Chairman

JAA

cc: Eric Cook
Mark LeCoq
Melissa Asbrock



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